



REQUEST FOR PROPOSAL

RFP Number: #14-156	RFP Title: Website Design, Development, and CMS		
RFP Due Date and Time: June 5, 2014 @ 2:00 p.m. Eastern Daylight Time		Number of Pages: 50	
ISSUING DEPARTMENT INFORMATION			
Issue Date: April 10, 2014			
City of Johns Creek Administrative Department 12000 Findley Rd., Suite 400 Johns Creek, Ga. 30097		Phone: 678-512-3233 Fax: 678-512-3244 Website: http://www.JohnsCreekGA.gov	
INSTRUCTIONS TO OFFERORS			
Return Proposal to: City of Johns Creek Purchasing Division 12000 Findley Rd., Suite 400 Johns Creek, Georgia 30097		Mark Face of Envelope/Package: RFP Number #14-156 RFP Due Date: 6/05/14 @ 2:00PM	
		Special Instructions: Pre-bid Conference City Hall-Taylor Farms Conference Room April 24, 2014 @ 10 a.m.	
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS			

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory:
	(Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror Email Address:
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Johns Creek

1. ___ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. ___ **Note the procurement officer's name, address, phone numbers and email address.** This is the **only** person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. ___ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
4. ___ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the City’s website and will include all questions asked and answered concerning the RFP.
5. ___ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. ___ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. ___ **Use the forms provided**, i.e., cover page, sample budget form, certification forms.
8. ___ **Check the CITY/DOAS website for RFP addenda.** Before submitting your response, check the CITY (<http://www.JohnsCreekGA.gov>) / DOAS (<http://doas.ga.gov/>) website to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. ___ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. ___ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

<< This checklist is provided for assistance only and should not be submitted with Offeror’s Response. >>

CITY OF JOHNS CREEK
PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposal/Qualifications (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Johns Creek.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Johns Creek reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Offeror to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature: _____ Date: _____

Print/Type Name: _____

Print/Type Company Name: _____

CITY OF JOHNS CREEK
DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Johns Creek officials/employees.

Please complete this form and return as part of your RFP package when it is submitted.

Name of Offeror: _____

Name and the official position of the Johns Creek Official to whom the campaign contribution was made (please use a separate form for each official to whom a contribution has been made in the past two (2) years):

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Johns Creek Official.

Amount/Value	Description
_____	_____
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Johns Creek and your relation:

Relationship	Family Member
_____	_____
_____	_____

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1.0 INTRODUCTION

1.1 PURPOSE OF PROCUREMENT

The City of Johns Creek is seeking proposals from qualified firms to design and develop a new website and web content management system (CMS).

This document defines the scope of work and the responsibilities of the consultant. It is imperative that the project be managed with the utmost regard to cost, schedule and quality control by all participants.

1.2 PROPOSAL CERTIFICATION

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), the City of Johns Creek certifies the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition described in this RFP. All proposals submitted pursuant to this request will be made in accordance with the provisions of this RFP.

1.3 SCHEDULE OF EVENTS

See attached schedule of events (Exhibit B).

1.4 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this RFP must be submitted in the following format:

Company Name

1. Question
Citation of relevant section of the RFP
2. Question
Citation of relevant section of the RFP

Questions must be directed in writing to the Issuing Officer:

John T. Henderson, CPPB, Purchasing Manager
City of Johns Creek
12000 Findley Rd., Suite 400
Johns Creek, Ga. 30097

Email: John.Henderson@JohnsCreekGA.gov
Phone: 678-512-3233

Questions must include the company name and the referenced RFP section.

From the issue date of this RFP until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City staff, elected officials, or other contractors or sub-contractors except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). The City reserves the right to reject the proposal of any Offeror violating this provision. All questions concerning this RFP must be submitted in writing (fax or email may be used) to the Issuing Officer. No questions other than written will be accepted. No response other than written will be binding upon the City.

1.5 DEFINITION OF TERMS

- *OCGA*: Official Code of Georgia Annotated (State Statute)
- *Offeror*: Respondent to this Request for Proposal
- *RFP*: Request for Proposal.

1.6 DESCRIPTION OF REQUIREMENTS

The City of Johns Creek has established certain requirements with respect to Proposals/ to be submitted by offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFP, the specification being referred to is a mandatory requirement of this RFP. Failure to meet any mandatory requirement will cause rejection of offeror's proposal.

Whenever the terms "can", "may", or "should" are used in the RFP, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

1.6.1 Resulting Contract

This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The City's contract contains the contract terms and conditions which will form the basis of any contract between the City and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

1.6.2 Mandatory Requirements

To be eligible for consideration, an offeror *must* meet the intent of all mandatory requirements. The City will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.6.3 Understanding of Specifications and Requirements

By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.6.4 Prime Contractor/Subcontractors

The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

1.6.5 Offeror's Signature

The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the City of Johns Creek from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.7 SUBMITTING A PROPOSAL

1.7.1 Organization of Proposal

Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following Statement:

"(Offeror's Name)" understands and will comply.

1.7.2 Failure to Comply with Instruction

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.7.3 Multiple Proposals

Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.7.4 Copies Required and Deadline for Receipt of Proposals

Offerors must submit four (4) original submittals and one (1) copy on CD's to the City of Johns Creek. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP #14-156. **Proposals must be received at the receptionist's desk of the City of Johns Creek Finance Department prior to 2:00 p.m. local time, June 5, 2014.**

1.7.5 Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.8 REQUIRED REVIEW

1.8.1 Review RFP

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFP and promptly notify the procurement officer identified above in writing or via email of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

1.8.2 Form of Questions

Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via email to the procurement officer referenced above on or before May 1, 2014. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.8.3 City's Answers

The City will provide an official written answer response to all questions received by May 8, 2014. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted on the State of Georgia/DOAS website (<http://doas.ga.gov/>) alongside the posting of the RFP at <http://www.JohnsCreekGA.gov> by the close of business on the date listed. Offerors must sign and return any addendum with their RFP response.

1.8.4 Standard Terms and Conditions/Standard Contract

Much of the language included in the standard terms and conditions reflects requirements of state law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to the procurement officer referenced above and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed by the City's Legal Department.

1.8.5 Project Oversight and Staffing

The successful offeror will report to Rosemary.Taylor@JohnsCreekGA.gov, phone: 678-512-3200. Project status is mandatory during the work via in process reviews (IPRs), reports and/or other interactions as proposed or specified.

2.0 RFP STANDARD INFORMATION

2.1 AUTHORITY

This RFP is issued under the authority of the City of Johns Creek. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.2 OFFEROR COMPETITION

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.3.1 Public Information

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying after a recommendation for award has been presented to the City Council with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Johns Creek (3) any company financial information requested by the City of Johns Creek to determine Offeror responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

2.3.2 Procurement Officer Review of Proposals

Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror’s legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.4.1 Initial Classification of Proposals as Responsive or Non-responsive

All proposals will initially be classified as either “responsive” or “non-responsive”. Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria City in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

2.4.2 Determination of Responsibility

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.4.3 Evaluation of Proposals

The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of

differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City.

2.4.4 Completeness of Proposals

Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.4.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration

After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Johns Creek, Georgia to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.4.6 Best and Final Offer

The "Best and Final Offer" is an option available to the City under the RFP process, which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.4.7 Evaluation Committee Recommendation for Contract Award

The evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification and rationale for its decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluation committee's recommendation.

2.4.8 Request for Documents Notice

Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer will issue a "Request for Documents Notice" to the highest scoring

offeror to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the “Request for Documents Notice” does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other offerors of the City's intent to begin contract negotiation with the highest scoring offeror.

2.4.9 Contract Negotiation

Upon issuance of the “Request for Documents Notice,” the procurement officer and/or City representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the City. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.4.10 Contract Award

Contract award, if any, will be made to the highest scoring offeror who provides all required documents and successfully completes contract negotiation.

2.5 CITY'S RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Johns Creek to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP;
- reject any or all proposals received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- not award if it is in the best interest of the City not to proceed with contract execution;
or
- if awarded, terminate any contract if the City determines adequate City funds are not available.

3.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given. Offeror must prepare and submit a response which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

3.1 PURPOSE

The City of Johns Creek, Georgia is soliciting competitive proposals from qualified firms to design and develop a **new website and web content management system (CMS)**.

The City wants a dynamic, responsive website designed and organized to:

- ❖ enable viewers with limited computer experience to easily find and access information using whatever device they have at hand, where the display is optimized for phones / mobile with an option to display other sizes.
- ❖ make it easy to organize, add, maintain, and repurpose site content for other uses and applications (including the City's first intranet, to occur sometime after the new website);
- ❖ act as a marketing tool for the City to highlight the community, its assets, and attractions for potential residents and businesses;
- ❖ incorporate future components / technologies such as streaming video;
- ❖ support electronic communications (e.g., emergency notifications, enews, distributed content, and mobile application interfaces);
- ❖ interface with third party systems and Web apps already in use by the city.

Consistency: Uniform templates must be provided to ensure all departments have a common visual and branding appearance. The currently separate GIS subdomain should be moved into the centralized URL, using a folder name approach like other departments.

Accessibility: The developed solution must conform to all federally mandated access requirements, and the CMS should automatically generate compliant pages as content is added and changed over time.

Scope of Work: The project scope includes converting the existing City and GIS websites to the CMS, and training appropriate staff to use the CMS. A migration timeline must be developed as both sites may not be moved simultaneously.

3.2. BACKGROUND

3.2.1 Definition of Terms

- *City*: The City of Johns Creek and / or the staff of the City of Johns Creek.
- *Offeror*: Any company or individual that submits a response to this RFP.
- *Contractor*: The Offeror selected to develop the City's website.

3.2.2 Current Website

The City website, designed/developed by staff and then converted by a contractor to the Kentico CMS, is www.JohnsCreekGA.gov. It won the 2011 Pinnacle and Members Choice Awards from the National Association of Government Webmasters. Though user-friendly and effective as a public information and marketing tool, it has no mobile functionality, is not "responsive" to multiple platforms (such as tablets), and after three years needs a complete redesign to meet continuing technical and content demands.

The current site consists of approximately 1,700 pages, which include news and newsletter archives from the time the City was formed (December 2006). There are approximately 1,000 PDFs/documents (older PDFs are regularly removed) and 3,700 image files.

The site is externally hosted. This RFP is for web design/development services and a CMS only, with hosting and potentially, intranet support, negotiated separately. If interested in contracting with the City for web-hosting service, and/or the intranet, please see *Other Considerations* at the end of **(3.4) Project Objectives / Response**.

The following components comprise the current website (and we are open to additional or replacement components that will improve operating efficiency or reduce costs):

- Business Directory (Kentico custom tables)
- CalendarWiz.com online event calendar
- Custom mega menus (Kentico & JavaScript)
- Custom slideshow (Kentico & JQuery)
- Custom weather function (Kentico & C# program)
- Email address obfuscation (JavaScript encoder)
- Flickr (external) photo albums
- Google Analytics
- Google Custom Search Engine
- Kentico (.NET, SQL based CMS)
- Responsive interactive maps (20, constrained by current CMS iframes; 3 highly customized: Confirm Address, Find Business, and Road Info)
- RSS feeds (calendar, Flickr albums & news archives)

- Site Map (generated by Kentico)
- Woofoo online forms (39; 28 in CMS pages)

Summary of basic usage metrics:

- *Feb. 2013-Feb. 2014:* 387,234 visits / 902,029 page views
- *Jan. 25 – Feb. 25, 2014:* 65.25% desktop, 22.32% mobile, 12.43% tablet

The Web Manager resides in the Communications Department, which oversees the entire site and maintains the bulk of its content, with the following exceptions:

- Council and board agenda pages are generated from custom CMS forms entered by the respective departments.
- Recreation & Parks maintains dates, times, basic facts on existing program and events pages.
- Human Resources provides links to current job openings in ADP and some employment forms.
- Community Relations adds and maintains most calendar entries.

The City's website-related policies and standards include:

- *Posting Guidelines:* Defines what calendar events may be posted and acceptable external sites to which the City website may link.
- *Privacy & Terms:* Defines what data the city collects on the website and how it is used. Associated security information, copyright, and a formal disclaimer are also contained on this page.
- *Using this Site / Accessibility:* Defines the accessibility commitment, free readers for download formats (limited to PDF, Excel and Word), and information to use browser, search, and RSS features.

Finally, as a ".gov" URL, the City adheres to applicable rules set forth by the General Services Administration (GSA).

3.2.3 Interface with Existing Applications

We recognize that typically the interface with a third party system is a simple link. However, if there are significant operational efficiencies that can be gained by interfacing or integrating with the third party system, please suggest those alternatives and associated costs as an optional add-on in your bid.

The City is currently using or implementing the following services/features:

- *Community Development*: SunGard ONESolution Community Services (Building Permits, Business Account Management [occupational licenses], Cash Receipts, Code Compliance, Land Management, Planning & Engineering)
- *Community Development citizen portal*: SunGard ONESolution GovNOW (self-service bill-pay & Community Services tracking)
- *Finance*: SunGard ONESolution Finance (Accounts Payable, Accounts Receivable, Budgeting, Reporting & Business Intelligence, Fixed Assets, General Ledger, Purchasing)
- *GIS*: Esri ArcGIS Server supporting HTML/JavaScript maps
- *Human Resources*: ADP (Payroll, Recruiting, Time and Attendance, Benefits Administration)
- *Municipal Court*: Courtware Solutions TicketFastPay.com (ticket payment)
- *Police*: SunGard OSSI RMS (records management system)
- *Police citizen portal*: SunGard OSSI Police to Citizen (file/retrieve reports and simple information searches)
- *Recreation & Parks*: Rec1 (event/program management and facility rentals)
- *Records Management*: Advanced Processing and Imaging OptiView (document management)

3.3. PRELIMINARY SCOPE OF WORK

The Proposal should be based on the following preliminary scope of work:

1. Recommend CMS software and options that best meets the requirements listed in Section III, along with any necessary add-on modules for desired features.
2. Help us evaluate what our citizens want on the website, commensurate with other city government content requests/trends. Depending on costs, City staff may need to do most of this work, but we are interested in vendor guidance on how to do this research most effectively.

3. Develop a revised citizen-centric information architecture (some progress was made with the current site, but it is still too organization-centric). Help us conduct usability testing to verify the architecture works for our citizens.
4. Provide a detailed implementation plan for the design, development, conversion, testing, training and roll-out stages of the project.
5. Create a new visual design for the site which reinforces the City's brand. At the time of this writing, the City is engaged, along with its Convention & Visitors Bureau, Chamber of Commerce and economic development corporation, in a branding process. The visual design should use the new logo and branding materials that result from this process.
6. The architecture should support web standards to reach every citizen on any device: ADA accessibility, cross-browser compatibility, and device platform & size responsiveness (mobile phones, tablets and desktops).
7. Build the site, including the current online forms (if equivalent support is provided by the CMS). Where it makes sense and is cost-effective, migrate content directly from the existing CMS.
8. Implement the electronic workflow and permission architecture for all proposed content.
9. Train staff, which may include staff conversion of some existing content to gain experience with the new CMS.
10. Be available to provide technical support, including maintenance of the CMS and modules, and possible additional components (e.g., hosting, intranet). Ongoing training may be an optional element.

It is the intention of the City to develop a final scope of work with the Contractor, which will be included in the Agreement between the City and the Contractor.

3.4 PROJECT OBJECTIVES/RESPONSE

3.4.1 Requirements

The following requirements should be considered together with the preceding **(3.1) Purpose, (3.2) Background,** and **(3.3) Preliminary Scope of Work** sections. Describe how your solution and proposed information architecture address these requirements, providing your response in the area indicated.

- You may list multiple alternatives (if available), or additional features you feel would improve the City website or transition process.
- Include any supporting documents you feel will better define a solution.
- Include any brand names, models, catalog numbers, and complete information about items being offered.
- Specify whether a requirement entails custom development or is not included in your proposal.
- Specify any post-implementation support and on-going development options available through your organization, including pricing.

3.4.1.1. User friendly

- ◆ Prominent search bar with comprehensive search-engine optimization
- ◆ Allows Google Custom Search Engine or provides equivalent/better search through the CMS
- ◆ Search engine solution indexes all CMS content (pages and PDF / Word documents) and external City website resources
- ◆ Supports use of a translation function (e.g., Google Translate or similar)
- ◆ Rigorously citizen-centric / intuitive menu names and directional sense
- ◆ Appealing, professional and consistent style

Offeror Response

3.4.1.2. Standards compliant

- ◆ Conforms to current ADA Section 508, W3C WCAG and WAI accessibility guidelines
- ◆ Generates W3C valid code & CSS that executes cross-browser

- ◆ Supports all HTML 4 and CSS 2 constructs; uses HTML 5 structural element tags and, at minimum, CSS 3 media queries
- ◆ Adheres to current technology trends and best practices for government websites

Offeror Response

3.4.1.3. Fully relational database engine

- ◆ Unrestricted content reuse, including distribution to outside sources (e.g., intranet, social media, other websites, news media, RSS, etc.)
- ◆ Tools provided to query and manipulate content (find, search & replace, spell check, etc.)
- ◆ Logging provided to track & report changes (revision history, where used list of images & documents, refresh/expiration dates, etc.)
- ◆ Allows roll back/restore of changes and prior content within a set timeframe
- ◆ Provision for a testing/review (draft pages) environment
- ◆ Allows setting limits/sizes on content types
- ◆ FTP available for efficient upload of large documents

Offeror Response

3.4.1.4. CSS (Cascading Style Sheets) enabled

- ◆ Separates content from format
- ◆ Able to add to or modify CSS as needed (from simple formatting to template design changes)
- ◆ Uses fluid, proportion-based grids (non-table) templates (home plus 1-, 2-, 3-column interior page variations)
- ◆ Delivers content to mobile devices operating on different platforms using a responsive web design, with an option to switch to the standard version
- ◆ Responsive design optimization accounts for device display resolution and pixels per inch (PPI)
- ◆ Graphical elements scale for high PPI devices without loss of quality
- ◆ All pages are printable using styles that make them easy to read offline

Offeror Response

3.4.1.5. Navigation (the most significant design element)

- ◆ Provides most effective menu style (e.g., mega vs. drop down or accordion, hover effects, visual hints, etc.), optimal page depth & size
- ◆ Creates friendly, customizable URLs (can be indexed by Google, others)
- ◆ Supports multiple page aliases (short URLs for special use, QR codes, etc.)
- ◆ Assistance provided to address any URL name changes or naming conventions
- ◆ Generates breadcrumb navigation for each page
- ◆ "Skip navigation" provided to enhance screen reader and search engine access to code
- ◆ Site map dynamically generated
- ◆ Note: We may want a selection button as an adjunct to the website's primary navigation to switch between partner sites in the branding study.

Offeror Response

3.4.1.6. Standard scripting & access to Web-based functions

- ◆ Allows embedding jQuery & JavaScript where needed (e.g., maps, email address masking, Google Analytics, other functions)
- ◆ Allows embedding selected Web widgets (e.g., YouTube videos, CrimeReports.com, social media widgets, etc.)

Offeror Response

3.4.1.7. Calendar

- ◆ Provides calendar support equivalent to that currently provided by CalendarWiz
- ◆ Provides some level of migration support to convert existing calendar entries
- ◆ Has an efficient input form with the ability to post photos, linked documents, page links, and recurring events

- ◆ Provides support for multiple, customizable event categories and administrators, with individual and role permission settings
- ◆ Provides support for saved locations (name, address, contact information) coupled with map location & directions
- ◆ Supports public entry of events with attachments subject to an approval process prior to public viewing

Offeror Response

3.4.1.8. Newsletters

The City currently uses Constant Contact for email marketing with 11,000+ subscribers for 6 different newsletters. It has been our most effective communications mechanism and it is not our intent to replace this solution at this time. However, it is advantageous to create newsletters via the CMS (single learning curve), use the CMS-managed image/document libraries (permits resource sharing), link the newsletters to City publications pages for non-subscriber/other reference, and archive this information in the same location as web pages.

Thus we are open to moving to the CMS-provided support, based on the following:

- ◆ What size e-newsletter distribution list can you support (including consideration for ISPs that meter incoming volumes and spam regulations)?
- ◆ Does the solution include an email broadcast tool that allows visitors to join email lists based on areas of interest? If so, describe this functionality in detail include subscribe/unsubscribe options, user list management, error messages/email bouncing, ease of list creation, limits on the number of lists and list size, input fields required of users, logging or tracking tools etc.
- ◆ Can the distribution lists be governed by permissions to prevent unauthorized internal access, as well as secured from external hacking?

Offeror Response

3.4.1.9. Forms / Surveys / Polls

The City currently uses Woofoo to create online forms and some surveys. It has been an extremely easy-to-use, secure solution that has been avidly used by our citizens (a new form

is typically used within a half hour of posting to the website, often before an accompanying news story announcing the new feature). However, it would be preferable to convert these forms to the CMS if it:

- ◆ Supports easy creation of online forms and surveys, with real-time tracking of results/progress
- ◆ Provides automatic database logging of responses with multiple presentation formats, including graphical and spreadsheet downloads
- ◆ Supports easy poll creation and display, both on home and possibly other pages (e.g., a poll archive)
- ◆ Provides SSL and two-way encryption to ensure secure information entry and display
- ◆ Provides support to block code intrusion and other hacking / spam mechanisms
- ◆ Provides appropriate IP tracking to detect excessive responses

Offeror Response

3.4.1.10. Agendas & Minutes

- ◆ The City currently uses Kentico custom document types and scripting to present content editors with easy-to-use online forms that collect and then transform meeting document information and links into displayed Council and board pages. Describe how your solution provides the equivalent support and, particularly, any additional options you have to further automate this process.

Offeror Response

3.4.1.11. Emergency Alert Notification

- ◆ Provides home page emergency alert support that links to one or more pages with more information, maps, status, etc.
- ◆ Provides multiple forms of push technology (e.g., email, social media, potentially others) to automatically send the alert to subscribers based on their designated preferences

Offeror Response

3.4.1.12. Comprehensive CMS controls

- ◆ State-of-the-art security provided for both external (website visitor) and internal (city staff) access
- ◆ Update permissions can be set for an individual, role, and/or group on a section or per page basis
- ◆ Browser-based WYSIWYG interface for content editors
- ◆ Supports content management on mobile devices
- ◆ Editor interface (WYSIWYG options) can be personalized at the role level, or individual if needed
- ◆ Site administrator can access source code and CSS for complex or unusual format needs
- ◆ Site administrator can add to or create custom template variations
- ◆ Copy/paste rigorously scrubbed to create W3C valid content (or blocked)
- ◆ Provides search & replace capabilities (ideally global)
- ◆ Supports content publish from/to dates
- ◆ Ensures meta data (title, description) supplied for new pages
- ◆ Assists creating links with enforced text descriptions
- ◆ Assists inserting, cropping & resizing images with enforced text descriptions
- ◆ Assists inserting multimedia (audio, video) with alternate ADA-accessible file formats
- ◆ Provides link verification (internal and external links, on specific content or entire site)
- ◆ Provides intuitive workflow management with revision tracking/roll-back support and log reporting/auditing
- ◆ Update history shown for each page
- ◆ Reminders framework to prompt content managers to submit updates (page/section schedule), or other mechanisms to keep content current
- ◆ Provides editors with the ability to add comments

Offeror Response

3.4.1.13. Custom Functions

- ◆ The City currently uses the following web functions that need to be provided or built in the new solution:
- ◆ A-Z Index, with cross-referenced terms for the same topic (prompt editors to update content is added, deleted or changed)
- ◆ Business Directory, a tabbed information display from custom tables containing information downloaded from the business licensing process (requirement is to provide

sufficient training for the site administrator to build custom tables and displays of data from various information sources as part of a transparency and data sharing initiative)

- ◆ Email address encoding to prevent automatic harvesting of email addresses (built into CMS editor anytime an email address is entered)
- ◆ Slide show with brief narrative, linking
- ◆ Weather, with a new, minimal display

Offeror Response

3.4.1.14. Security

- ◆ Protects confidentiality and integrity of the information entered via form fields
- ◆ Prevents unauthorized disclosure of email addresses of employees, constituents and mailing lists
- ◆ Addresses security vulnerabilities enumerated by the OWASP Application Security Verification Standard (ASVS)
- ◆ Allows immediately removal of permissions for terminated employees (ideally by someone in addition to the site administrator)
- ◆ Integrates with Active Directory or has a secured database of encrypted user logins/passwords
- ◆ Provides a web application firewall with stateful packet inspection to enhance overall security by filtering traffic
- ◆ Protects content contributions from outside hackers
- ◆ Scans loaded content for viruses, Trojans, or other attachments that can weaken system security

Offeror Response

3.4.1.15. GIS Integration

As part of this project the City's existing GIS technology (ESRI ArcGIS Server), which already creates fully responsive, interactive maps, must be incorporated in the website.

- ◆ Provide fully responsive display of ESRI ArcGIS API for Javascript and/or Google Maps API maps (which are currently constrained in static size website iframes), with responsive

wrappers consistent with those used for other page display on differing devices and platforms

- ◆ Incorporate GIS in the City domain (i.e., www.JohnsCreekGA.gov/GIS rather than the current gis.johnscreekga.gov subdomain)

Offeror Response

3.4.1.16. Training & Documentation

- ◆ Provide basic training for a minimum of 7 employees, a training plan, documentation and a training timeline
- ◆ Describe any training differences for site administrators and template designers and associated costs
- ◆ Describe where training will be performed, your approach, provided training materials, number of sessions/duration
- ◆ Describe any supplied system documentation (i.e. user, operations, technical)

Offeror Response

3.4.1.17. Service, Support & Upgrade Plans

- ◆ Describe any service/support plan available with the solution
- ◆ Describe response times and client contact options associated with the plan, with associated costs
- ◆ Describe the process for reporting an issue or bug
- ◆ Describe any upgrade plan associated with the solution
- ◆ Describe the timing of major/minor releases and the level/type of support provided to install, with associated costs

Offeror Response

3.4.2 Other Considerations

3.4.2.1. Implementation Plan

The City of Johns Creek website must remain operational during the transition period. Offerors should describe the process they use to facilitate a smooth transition, where the actual plan will be developed by the selected Contractor.

- ◆ Describe your approach to implementation, including the development of a mutually agreed to project plan, project kick-off, project change control management, project status reports, training, frequency of project status meetings, acceptance, go live support and post live support.
- ◆ Provide a sample project schedule, including major milestones for an implementation effort similar to that being proposed. Identify the soonest possible start date for your team (which may be identified in terms of number of days after notification of selection).
- ◆ Describe what metrics and benchmarks will measure the success of the implementation effort.
- ◆ Describe required customer resources and contributions to the project necessary to achieve a successful implementation.

Offeror Response

3.4.3. Offeror Questionnaire

Question	Offeror Response
How long has your company been in business?	
How long has your company been developing websites?	
What percent of your current business is devoted to web site development?	
How many websites has your company developed? How many are agency or government websites?	
How many people does your company	

employ? How many develop websites?	
Of those who do development, how many are graphic designers and how many are programmers? How many years of experience do each have?	
What percent of this project will be developed by employees versus contractors?	
What software do your employees and contractors use for development?	
What process will be used to provide design mockups and arrive at a final design?	
Have any of your company web designs won an award from the Center for Digital Government, 3CMA, NAGW, PRSA, Web Marketing Association or similar? Please list the award name and URL.	

3.4.4. Hosting: City Website

- ◆ Define the minimum and optimum recommended server hardware requirements? Address processor, memory, disk space, costs, etc.
- ◆ Define the minimum and optimum recommended server software requirements? Address operating systems, database systems, mail systems, costs, etc.
- ◆ Is the City allowed to store any files needed for a web function outside the provided CMS solution on the hosting server?

Offeror Response

3.4.5 Hosting: ArcGIS Server

The City ArcGIS Server currently runs on a locally-hosted web server, which stores local copies of all vector and raster GIS data, web application files, scripts, images and style sheets.

Depending on costs, this would be moved to cloud hosting with the following support:

- 1 TB (minimum) of semi-static storage space (expandable upon request)
- Processing capability compatible with Esri ArcGIS Server recommendations
- No/low cost to move data between local servers and cloud (for nightly updates of 2-3 GB of data)
- Ability to use ArcGIS Server Web Adaptor to create server cluster between cloud server and local (existing) web server at City Hall
- ◆ Does this require purchasing a new ArcGIS Server license specifically for cloud, or can we use our existing SGELA?
- ◆ How can data be moved between cloud and local servers (e.g., mail a drive to datacenter for direct upload, FTP, etc.)? Associated costs?
- ◆ How can the cloud server be accessed locally (e.g., remote desktop, web interface, etc.)?

Offeror Response

3.4.6. Intranet

- ◆ Define the minimum and optimum recommended server hardware requirements? Address processor, memory, disk space, costs, etc.
- ◆ Define the minimum and optimum recommended server software requirements? Address operating systems, database systems, mail systems, costs, etc.
- ◆ Is the City allowed to store any files needed for a web function outside the provided CMS solution on the hosting server?

Offeror Response

4.0 PROPOSAL SUBMISSION AND EVALUATION

4.1 PROCESS FOR SUBMITTING PROPOSALS

4.1.1 Preparation of Proposal

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Offeror should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

4.1.2 Packaging of Proposal

The Offeror's proposal in response to this RFP must be divided into two appropriately labeled and sealed packages -- a Technical Submission and a Financial Proposal.

The contents of each package will include:

1. Technical Submission
 - Proposal Certification
 - Technical Proposal, addressing all requirements in Section 3.0
2. Financial Proposal
 - The Offeror must use the Financial Proposal form

Do not include cost information in the Technical Proposal

Mark the outside of shipping package as follows:

Name of Company
Phone Number and Point of Contact for Company
RFP # 14-156 Website Design Services

Due no later than June 5, 2014 @ 2:00 P.M. Eastern Daylight Time

4.1.3 Number of Proposal Copies

1. Technical Proposal
 - four (4) originals (marked "Original")
 - one (1) copy on (CD)

2. Financial Proposal

- four (4) originals (marked “Original”)
- one (1) copy on (CD)

4.1.4 Submission of Proposals

Proposals must be submitted to:

CITY OF JOHNS CREEK
12000 Findley Rd., Suite 400
Johns Creek, Ga. 30097
Attn: John T. Henderson

Any proposal received after the due date and time will not be evaluated.

4.2 EVALUATION PROCESS

The evaluation of proposals received on or before the due date and time will be conducted in the following phases. The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City.

4.2.1 Administrative Review

The proposals will be reviewed by the Issuing Officer for the following administrative requirements:

1. Submitted by deadline
2. Separately sealed Technical Submission and Financial Proposal
3. All required documents have been submitted
4. Technical Submission does not include any information from the Financial Proposal
5. All documents requiring an original signature have been signed and are included

4.2.2 Mandatory Requirements Review

Proposals which pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 3.0 are addressed satisfactorily.

4.2.3 Technical Proposal Evaluation

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFP. The RFP carries a total weight of 100 points. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical submittals must receive at least 75 points (75%) to be further evaluated.

The following items are evaluation criteria for all qualifying submittals and will be rated on a point basis by the Evaluation Committee. Offerors must provide all information required in Section II and Section III.

RFP Legal Requirements (5%)

- Completeness, adequacy and responsiveness to RFP.
- Suitability of proposed services, comprehensiveness of work processes, and quality assurance.

Documented Performance (25%)

- Specific examples of similar projects with requirements, budgets, schedules, references, etc.
- Originality and effectiveness of concepts and approach to reach desired objectives outlined in (3.3) Preliminary Scope of Work.
- Answers to (3.4.2) Other Considerations (Implementation Plan, Offeror Questionnaire, Hosting and Intranet options).

Staffing, Qualifications, Experience (15%)

- Qualifications of individual key staff with emphasis on the lead facilitator.
- Successful firm/team experience of projects of similar scope and complexity.
- Knowledge of city government services and service delivery.

Answers to (3.4.1) Project Objectives/Requirements (50%)

Schedule/Cost (10%)

- Overall master schedule to complete the project within a condensed timeframe.
- Availability of key staff for the work proposed.

4.2.4 Site Visits and Oral Presentations

The City reserves the right to conduct site visits or to invite Offerors to present their technical solution to the Technical Evaluation Team. The Financial Proposal must not be discussed during the oral presentation.

4.2.5 Identification of Apparent Successful Offeror

The resulting Financial Proposal scores will be combined with the Technical Proposal score. The Offeror with the highest combined technical and financial score will be identified as the apparent successful Offeror.

4.3 REJECTION OF PROPOSALS/CANCELLATION OF RFP

The City reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject proposals **that do not contain all elements and information requested in this document.** The City reserves the right to cancel this RFP at any time. The City will not be liable for any cost/losses incurred by the Offerors throughout this process.

4.4 CITY'S RIGHT TO INVESTIGATE AND REJECT

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

4.4.1 Offeror Informational Requirements

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. (Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

4.4.1.1 References

Offeror shall provide a minimum of **5 (five)** references that are using services of the type proposed in this RFP. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The

City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.4.1.2 Resumes/Company Profile and Experience

Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing services similar to those requested in this RFP and under what company name. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.4.1.3 Method of Providing Services

Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.

4.4.1.4 Offeror Financial Stability

Offerors shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the 2 (two) consecutive years immediately preceding the issuance of this RFP, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

5.0 TERMS AND CONDITIONS

5.1 RFP AMENDMENTS

The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the DOAS/Georgia Procurement Registry, located at: <http://doas.ga.gov/>. Offerors are encouraged to check this website frequently.

5.2 PROPOSAL WITHDRAWAL

A submitted proposal may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a proposal must be signed by an authorized individual.

5.3 COST FOR PREPARING PROPOSALS

The cost for developing the proposal is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

5.4 CONTRACT

Prior to award, the apparent winning Offeror will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification. Failure to resolve contractual differences will lead to rejection of the Offeror's proposal.

The City reserves the right to modify the Contract to be consistent with the successful offer and to negotiate with the successful Offeror other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

5.5 CONTRACT TERM

The term of this contract shall be from commencement of services and until all services are rendered and all invoices postmarked by the City during said term shall be filled at the contract price.

5.6 CONFLICT OF INTEREST

If an Offeror has any existing client relationship that involves the City of Johns Creek, the Offeror must disclose each relationship.

5.7 MINORITY BUSINESS POLICY

It is the policy of the City of Johns Creek that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Johns Creek encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises.

The City of Johns Creek, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

5.8 ADA GUIDELINES

The City of Johns Creek adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference, if any. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

5.9 COMPLIANCE WITH LAWS

The Contractor will comply with all City, State of Georgia and Federal laws, rules, and regulations.

5.10 GOVERNING TERMS

This RFP expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Offeror and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Offeror's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

5.11 OWNERSHIP/USE/COPYRIGHT

Except as otherwise may be stated on the reverse side, all rights, title and interest in and to the materials shall vest solely in City and, to the extent the materials are copyrightable subject matter, the materials shall be "works made for hire" under the United States copyright laws (17 U.S.C. § 101 *et. Seq.*). To the extent the materials are not copyrightable subject matter, or for any reason determined not to be "works made for hire", or if Offeror shall be deemed to have retained any rights in or to the materials, Offeror hereby irrevocably transfers and assigns to City in perpetuity and without additional consideration, all right, title and interest in and to such Materials.

5.12 REPRESENTATIONS AND WARRANTIES

Offeror represents and warrants that: (a) Offeror has full power and authority to perform its obligations hereunder and to deliver the Materials to City without the consent of any other person, and that the Materials shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Offeror shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the Materials shall comply with all such statutes, rules, regulations, and requirements in effect at the time of delivery to City; (c) If the Materials are articles of wearing apparel, interior furnishings, fabrics or related materials covered by the Federal Flammable Fabrics Act, or similar laws, the Materials are exempt from said laws or reasonable and

representative tests have been made according to the procedures prescribed in Section 4 of the Federal Flammable Fabrics Act showing the Materials are not so highly flammable as to be dangerous; (d) Offeror shall perform its obligations hereunder in a good, professional and workmanlike manner, and in strict accordance with City's specifications and the terms hereof; and (e) the Materials shall be free from defects in design or workmanship.

5.13 INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

5.14 CORRECTIONS/CREDITS

At City's option, Offeror shall either issue an appropriate credit or undertake, at Offeror's sole cost, corrections to materials made necessary by reason of Offeror's failure to follow City's specifications or Offeror's other breach of the terms hereof. The remedies afforded City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

5.15 INSURANCE

The successful contractor shall carry adequate insurance on workmen and equipment to satisfy any claim filed against the company and hold the City of Johns Creek harmless. The following insurance requirements apply:

Commercial General Liability: The successful contractor shall procure and maintain, during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$2,000,000 per occurrence written on a “Broad” base of coverage. The City of John’s Creek, GA, its elected and appointed officials, employees, volunteers, boards, and authorities shall be named as an “Additional Insured” on this policy.

Workers’ Compensation: The successful contractor shall procure and maintain, during the life of this contract, statutory Workers’ Compensation benefits as required by the State of Georgia, and Employers’ Liability Coverage with limits of liability of not less than \$1,000,000 each accident, and \$1,000,000 each employee for injury by disease.

Motor Vehicle Liability: The successful contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance with liability limits of not less than \$2,000,000 per occurrence, Bodily Injury and Property Damage. The City of Johns Creek, GA (as outlined above) shall be named as an “Additional Insured” on this policy.

Professional Liability Insurance: The successful contractor shall procure and maintain Professional Liability Insurance during the life of this contract with limits of liability not less than \$5,000,000 per claim. This policy should extend protection for at least five (5) years after the project is completed. The certificate holder is to be issued to:

**City of Johns Creek Purchasing Department
12000 Findley Road, Suite 400
Johns Creek, Georgia 30097**

The RFP Package number should be referenced in the description of operations. The certificates may be faxed to the attention of Mr. John Henderson at 678-512-3244.

Cancellation Notice: Each of the above-mentioned policies should have an endorsement stating the following: At least forty-five days Advance Written Notice of Cancellation, Non-renewal Reduction and/or Material Change shall be sent to: City of Johns Creek Purchasing Department, 12000 Findley Road, Suite-400, Johns Creek, Georgia 30097.

Proof of Insurance: The awarded contractor will provide a current Certificate of Insurance, reflecting at least all required (minimum) insurance amounts. The Certificate of Insurance should state that coverage provided is primary to any other coverage available to City of Johns Creek, GA. The Contractor should provide the Certificate of Insurance to the Project Manager at the same time the contractor provides four signed copies of the agreed upon contract. In addition, the contractor shall list the RFP Pkg. number and the title of the awarded project on the Certificate. The contractor is responsible for assuring that all Sub-Contractors have these minimum limits of insurance, as described above, or else are added as Additional Insureds to their own policies.

5.16 REJECTION AND APPROVAL RIGHTS

City reserves the right to reject and not pay for Materials not delivered in strict accordance with the terms hereof, including timely delivery which is of the essence. If approval rights of City are to be limited in any way, such limitations(s) must be noted on the reverse side or in a separate, written agreement signed by an authorized representative of City.

5.17 RISK OF LOSS

Title to the Materials and liability for risk of loss or damage to the Materials shall remain with Offeror until the Materials are delivered to and accepted by City.

5.18 CANCELLATION

City may cancel the associated purchase orders at any time prior to City's acceptance of the Materials, upon giving written notice of cancellation to Offeror. In such event, in lieu of the price(s) specified on the reverse hereof, Offeror shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Offeror and any direct non-cancelable committed costs theretofore committed by Offeror, as directly relating to the performance of Offeror's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

5.19 INDEPENDENT CONTRACTOR

Offeror shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venturer or partner of City. Offeror shall have no authority to contract for or bind City in any manner.

5.20 NO ASSIGNMENT

Offeror may not assign the contract or any of its rights or responsibilities hereunder, without City's prior written consent.

5.21 AUDIT

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Offeror which pertain to Offeror's fulfillment of this RFP and charge therefore.

5.22 ATTORNEY'S FEES

In the event of Offeror's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Offeror the reasonable attorney's fees and court costs incurred by City as a result of such breach.

5.23 MISCELLANEOUS

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this RFP constitute the entire agreement between City and Offeror and supersedes all other oral or written proposals, purchase orders, invoices, agreements and communications between City and Offeror relating to the subject matter hereof. (e) No term of this RFP may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This RFP and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

5.24 SPECIAL STIPULATIONS

To the extent City attaches to this Order any special terms which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.

SPECIAL TERMS AND CONDITIONS

5.24.1 Ownership and Intellectual Property

Website:

- All screens, graphics, domain names, content and the “look and feel” of the site developed will be the property of the City of Johns Creek, together with all layered Photoshop mockups. Any type of source files, which would be necessary for the City to update or change the design of the site, must be delivered at the end of the project.
- All intellectual property developed in connection with the website will be owned by the City of Johns Creek.
- In developing the website, the contractor will not infringe or violate the copyright and other intellectual property rights of third parties.
- The contractor is responsible for securing various rights, licenses, clearances, and other permissions related to works, graphics or other copyrighted materials to be used or otherwise incorporated in the website.
- All applicable copyright notices will be displayed on the website.

Content Management System:

- Contractor retains all rights not expressly granted to City in the hosted license. City may not reverse engineer, decompile, or disassemble the hosted license, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- Contractor shall grant to City, and City shall accept, a non-exclusive, non-transferable license to use the hosted content manager. Contractor will grant City access and use of the site license for all content authors who are part of an entire single collective entity, organization, enterprise, or corporation to all versions of the particular product released..
- In no case shall City rent, lease, redistribute nor re-license the content manager or any related source code to a 3rd party individual or entity, except as outlined above. In no case shall City grant further redistribution rights for the content manager to the end users of City.

Copyright:

- All title and copyrights in and to the content manager and any copies of the content manager are owned by Contractor. The content manager is protected by U.S. copyright laws and international treaty provisions. Therefore, City must treat the content manager like any other copyright material.
- City retains ownership of the City supplied website content consisting of text, documents, pictures, videos, and the like.

Ownership of Data:

- The backup data being stored onsite and/or at the offsite remains the sole property of the City. If the City chooses to terminate services, Contractor will assist the City in the orderly termination of services. This could involve copying the backup image(s) to external media.

EXHIBIT As

SCHEDULE OF EVENTS

KEY EVENTS	DATE
Release RFP to Vendors	April 10, 2014
<p>Offerors' Pre-Bid Conference*</p> <p>Location: Johns Creek City Hall 12000 Findley Rd, Suite 400 Johns Creek, GA 30097</p> <p>Directions, call: John T. Henderson 678-512-3233</p>	April 24, 2014, 10:00 a.m.
*Offerors' Conference Addendum (Transcript et al.)	April 28, 2014
<p>Deadline for Offeror Written Questions (if any)</p> <p>Submit via email only to John.Henderson@JohnsCreekGA.gov</p>	May 1, 2014
Answers Posted to Offeror Written Questions (if any)	May 8, 2014
<p>Proposal Responses Due</p> <p>Send to: City of Johns Creek Purchasing Office RE:#14-156 12000 Findley Rd, Suite 400 Johns Creek, GA 30097</p>	June 5, 2014, 2:00 p.m. (Eastern Daylight Time)
Tech Evaluation Complete/Finalists selected	June 19, 2014
Oral Presentations/Finalist Interviews (on or about)	July 15-16, 2014
Evaluation Complete/Contractor Selected (on or about)	July 29, 2014
Contract Awarded (on or about)	TBD

EXHIBIT B

FINANCIAL PROPOSAL

Offeror Name: _____

EXHIBIT C

IMMIGRATION AND SECURITY FORMS

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time of the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification No.

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS _____ DAY OF _____ 201_____

My Commission Expires:

Notary Public

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**AFFIDAVIT VERIFYING LAWFUL PRESENCE
WITHIN THE UNITED STATES**

I, (print name) _____, swear or affirm under penalty of perjury that (*check one*):

- I am a United States citizen or legal permanent resident 18 years of age or older; or
- I am a qualified alien or nonimmigrant under the Federal Immigration and Nationality Act 18 years of age or older lawfully present in the United States.

Alien Registration Number: _____

I am applying for the public benefit of contracting with the City of Johns Creek, Georgia to provide products or services.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that knowingly and willfully making a false, fictitious, or fraudulent statement of representation in this affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Print Name of Applicant

Position Title (if applicable)

Signature of Applicant

Date

SUBSCRIBED AND SWORN BEFORE ME ON

THIS _____ DAY OF _____ 201__

Notary Public

My Commission Expires:
